

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES

INVITATION FOR BIDS

FOR LICENSE

Operation of Equestrian Therapy Center

Barren River Lake State Resort Park
Administered by the Department of Parks
Barren County, Kentucky

INVITATION NO: RFB062525
BID OPENS 2:00 PM EDT

INSTRUCTIONS TO BIDDERS

(1) Bid must be submitted on the "Form of Proposal" included within and made part of this invitation, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, no later than the specified "bid opening" date and time.

(2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.

(3) Bids will be 'publicly' read aloud, and Bidders may access the bid opening through a conference call. To access the conferencing bridge, Bidders may either dial 502-782-CONF (2663). Bidders will be prompted to enter a code. Enter conference ID 240522021, then Press #. Enter Participant ID 77330, Press #. Bidders, as "attendees/participants" need to enter the code 42014. Please be mindful that the

conference call will not begin until the moderator (Buyer: Jamie Bryant) is logged in and the conference call will end once the moderator hangs up.

(4) For further information or to obtain a copy of the bid package, please contact Jamie Bryant, Division of Real Properties, 403 Wapping Street, Bush Building 3rd Floor, Frankfort, KY 40601, (502) 782-0363, Jamie.Bryant@ky.gov.

**GENERAL TERMS AND CONDITIONS
INVITATION TO BID
EQUESTRIAN THERAPY CENTER**

Section I
SCOPE OF LICENSE

At the request of the Department of Parks, the Division of Real Properties issues this Invitation to Bid on the license/use of the Department of Parks' existing, designated horse stables, and for the privilege of developing and operating an equestrian therapy center at Barren River Lake State Resort Park.

Bids quoted in response to this Invitation to Bid shall be for a stated monetary sum which the Bidder will pay to the Commonwealth to utilize the property and operate the equestrian therapy center.

For additional information pertaining to Barren River Lake State Resort Park, please go to <http://parks.ky.gov>. Also see attached Exhibit A, Park's site map.

Section II
SITE VISIT

Bidders are urged and expected to inspect the designated site (see attached topographical map) and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the agreement, to the extent such information is reasonably obtainable. IN NO EVENT WILL A FAILURE TO INSPECT THE SITE CONSTITUTE GROUNDS FOR A CLAIM AFTER AWARD OF THE BID.

For further information concerning the exact location and access to the site, please contact the Park Manager: Carlet Hagan at 270-646-2151 Ext 2421. Barren River Lake State Resort Park, 1149 State Park Rd, Lucas, KY 42156.

Section III
PERFORMANCE

The Bidder shall assume responsibility for all costs involved in the operation and maintenance of the equestrian therapy center, office/sales area, and ancillary, supporting facilities, including furnishing all equipment, labor, supplies and etc. The Commonwealth will not be liable/responsible for consequential damages due to trails or loss of trails due to future lodge construction.

The Bidder shall not engage nor permit their employees to engage in any offensive, injurious, or abusive use of the park premises or Bidder's animals. All services shall be conducted in the highest professional manner that will be a credit to the park. Bidder shall maintain good order at all times and shall keep the park premises used by the Bidder in a clean and sanitary condition throughout the entire term of this agreement, whether operating or not.

The Bidder agrees and covenants not to engage in any illicit or unlawful business nor to engage in any illicit social relationships with park employees, vendors, performing artists, and park guests or any other entity that would interfere with the business activity contemplated in the resulting agreement or impair the public perception of the good image of the park system of the Commonwealth of Kentucky during the term of the resulting license. The Bidder's failure to perform this term or condition is deemed to be a material breach of the resulting agreement.

Inspection: The agents and employees of the department shall have the right at all reasonable times during the term of this agreement to inspect the premises, animals, equipment and personnel, owned used, or employed by the Bidder in its concession operation at the park.

Facilities: The Park shall provide and maintain for the benefit of the Bidder stabling pasture, trails and bridges suitable for the operation of this concession. All other facilities required to operate the equestrian therapy center shall be by and at the expense of the Bidder.

Designation of Trails: The Park retains the discretion for designating the location of all trails, trail bridges, fences and buildings used by the Bidder on the park premises, as well as all signs advertising the operation wherever located, and any benches in the vicinity of stable used to mount animals. Request for repairs and/or improvements must be made in writing and addressed to the Department, in care of the Park Manager with a copy to the Director of Recreation and Interpretation, 500 Mero Street, Mayo Underwood Building, Frankfort, KY 40601. The Bidder shall use the areas and routes designated by the Park.

Maximum Cost: The maximum cost per membership shall be recommended and submitted by the Bidder, with final approval of the maximum cost determined by the department. The Bidder may request, in writing, a price adjustment, only between the months of November 1 and March 1 of each year.

Current rates: Current rates shall be posted upon the park premises at a central location of the concession operation.

Tipping: The Bidder shall not solicit or accept gifts or tips of any kind during the term of the resulting license.

Office/Sales Area and Supporting Facilities: Bidder shall be responsible for all costs associated with the construction and maintenance of a structure (including extending utilities to site) to be located on the licensed premises for the operation of an office/sales area and any other ancillary supporting facilities and all costs associated with the inventory of such operation. The concession shall be limited to equestrian therapy center participants. The Bidder shall determine the size suitable for providing the office/sales area and ancillary supporting facilities. Any charges for electrical, water, and telephone services and any other utilities, which are incurred by the Bidder as the result of operating the equestrian therapy center and office/sales area shall be paid by the Bidder.

Such improvements, structures and equipment so placed in or upon or attached to the premises

shall remain the property of the Commonwealth, unless such improvements, structures, and equipment can be removed without damage to the Commonwealth's property. Upon the removal of said improvements, structures, and equipment, or any portion thereof, the Bidder shall promptly repair any damage to the licensed premises resulting from the installation or removal of same and return the licensed premises to its original condition, at the Bidder's sole expense. Structures and equipment not removed from the premises at the termination, cancellation or expiration of the resulting license shall become the property of the Commonwealth, which may, at its sole discretion, assess the Bidder the costs of removal or repair incurred by the Commonwealth as a result of the Bidder's failure, howsoever caused, to affect the removal or repair required herein.

Prior to initiating any renovation or alteration or construction to the licensed premises, such renovation or alteration or construction must be approved by the Commonwealth; the Division of Engineering/Finance and Administration Cabinet; and the Department of Housing, Building and Construction/Public Protection and Regulation Cabinet.

Bidder shall comply with all standards set by the State Fire Marshal's Office, and the Kentucky Occupational Safety and Health Standards Board.

Nothing in the this bid package shall in any way be deemed or construed as constituting an order or request by the Commonwealth, expressed or implied, to any contractor, subcontractor, supplier, materialman, or laborer, for the construction of any improvements on, alteration to, or other improvements of the licensed premises; nor as giving the Bidder any right, power or authority to contract for or permit the rendering of any services or furnishing of materials that would give rise to the filing of any mechanic liens against the Commonwealth's property or the Bidder's license hold interest in the licensed premises by reason of work supplied to the Bidder. If a mechanic's or materialman's lien shall be filed against the licensed premises at any time, the Bidder shall immediately notify the Commonwealth in writing of such lien and shall cause the same to be discharged within thirty (30) days after the notice of filing thereof by payment, deposit, bond, or Order of Court of competent jurisdiction or otherwise. If the Bidder, in good faith, disputes the validity or correctness of any lien, then the Bidder shall immediately notify the Commonwealth in writing of such dispute and may refrain from paying or causing the same to be discharged of record, but the Bidder shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien. The Bidder shall not be deemed to be in default under resulting agreement while such proceedings are being conducted in good faith by them. However, if the Bidder fails to cause any such lien to be discharged with the period aforesaid or fails to contest the same as provided above, the Bidder shall be deemed to be in default of the resulting agreement, which shall be a basis for termination of said agreement under the "Termination for Default" condition contained herein.

Major deviations from these provisions will not be made without the prior written approval of the Division of Real Properties and the Department of Parks. Problems that arise under any aspect of performance should first be resolved between the Bidder and the agency. If such problems and/or disagreements cannot be so resolved, either party in writing should refer them to the Division of Real Properties for settlement.

Section IV
HOURS OF OPERATION

The therapeutic facility shall operate on the same hourly and holiday schedule as the park, from Memorial Day to Labor Day. The operating schedule for the remainder of the year shall be at the mutual consent of the park and the Bidder. Any variation from the park hours during April through October shall require a request from the Bidder to the park manager 48 hours prior to the proposed schedule variation and approval by the park manager.

Section V
METHOD OF AWARD

The license will be awarded for use of the riding trails and operation of an equestrian therapy center, on a highest bid amount to that responsible, responsive Bidder(s) whose offer conforming to this Invitation to Bid will be most advantageous to the Commonwealth. The Commonwealth reserves the right to reject any and all bids and to waive technicalities. The Bidder's past performance under lease shall be a consideration and may be a factor in the award of the license.

Section VI
LICENSE PERIOD

Upon acceptance of bid, the term of resulting license agreement will for the period beginning the date of execution of the license agreement by the Secretary of the Finance and Administration Cabinet and terminating two years thereafter. At expiration, the license may be extended for two (2) additional one (1) year periods upon the written mutual consent of the parties.

The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Bidder shall be advised of any proposed revisions prior to the renewal period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw from either exercising the option or continuing the license in an extended period.

The Bidder's use of the premises and operation of the equestrian therapy center are subject to, and the Bidder shall comply with, all applicable state and federal statutes and regulations.

Section VII
RENTAL PAYMENT

Bids shall propose a fixed monthly fee, and a percentage of gross receipts derived from the operation of the equestrian therapy center (excluding Kentucky and federal sales or excise taxes).

The Bidder shall complete the report for department's equestrian therapy center and remit the park's monthly fee and percentage of gross receipts with the front desk or park manager by the tenth of the following month in which the receipts were generated.

Section VIII
CANCELLATION OF LICENSE

The Commonwealth reserves the right to cancel the license for convenience when requirements under the license no longer exist, or changes in general conditions render the license as not responsive to the needs of the Commonwealth. A written notice will be given to the Bidder(s) at least thirty (30) days prior to such proposed termination date. Upon the termination date specified in the written notice, all privileges of Bidder shall cease and Bidder shall no longer be permitted to use park structures or premises and shall remove any personal property of Bidder from premises by the cancellation date.

Upon cancellation of the resulting license, the Bidder shall restore the park premises and structures used in Bidder's operation in as good a condition as of the date the license was entered into by the parties. Reasonable wear and tear and damage by the elements is expected.

Section IX
BIDDER'S ROUTINE MAINTENANCE

All waste/manure shall be picked up throughout the day (Bidder responsibility). No waste/manure shall be allowed to remain on the walkway, roadway or in the area surrounding the barn and walking ring.

The bidder shall be responsible for all waste removal and daily maintenance, at its sole expense.

All areas, including stalls and barns, shall be cleaned daily, and cleaned at the end of the day.

Barn aisle shall be kept clean at all times. As much grooming as possible shall be done in the stalls. Any loose straw, manure, etc. shall be picked up and swept off the aisle immediately.

The outside (front and back) of each barn shall be kept raked and swept.

Feed and tack rooms shall be kept clean, supply cabinets kept neat.

The Bidder shall provide assistance to the park staff with trail upkeep and maintenance on the Parks' trails utilized by the Bidder. This shall be on an as needed basis and coordinated mutually by the park manager and the Bidder.

Absolutely no smoking is permitted in or around the stable facilities. It has been determined to be a fire and safety hazard. Appropriate "No Smoking" signs will be posted. Patrons or concessionaire shall not permit smoking on the trail at any time and concessionaire shall inform riders of the "No Smoking" requirement while on ride. Persons smoking in authorized areas shall insure their cigarettes and ashes are properly extinguished and discarded.

Lofts shall be swept clean and trash and strings removed. Failure to do so constitutes a fire safety.

Water buckets shall be cleaned daily and topped off as needed.

Section X UTILITIES

There are no utility services to the site proposed for this project; therefore, all costs for utilities required for development/operation of the equestrian therapy center, the office area, and ancillary supporting facilities shall be borne by the Bidder, including any easements required for running the utilities to the site. The Bidder shall also be responsible for paying all costs associated with the monthly use of utilities and shall be solely responsible for paying all costs related to any telephone services required for this project.

Trash collection for the premises, including but not limited to areas immediately surrounding the outside of the office/sales area and any ancillary supporting facilities, shall be the responsibility of the Bidder. The Bidder shall store all trash in leakproof garbage containers, which the Bidder shall install and keep in repair at the Bidder's sole expense. The Commonwealth is responsible for disposal of trash and garbage collected by the Bidder. The Bidder shall further be responsible for the general cleanliness and orderliness of the interior of the licensed premises.

Section XI HOLD HARMLESS

The bidder shall hold the Commonwealth harmless from any and all claims, demands, actions, costs and charges to which the park may be subject or which the park may have to pay by reason of any injury to an person or property, or loss of life or property, resulting from or in any way connected with the Bidder's privilege to operate an equestrian therapy center on park premises, unless such injury or loss arises solely from the negligence of the agents or employees of the park. Bidder shall, at his sole expense, assume the defense of such claims and actions for damages arising out of such injuries or losses that may be brought against the park by third persons and shall pay any such judgements that may be rendered in such actions.

Injuries to persons related in any manner to the operation of the equestrian therapy center shall be reported to the park manager and the park ranger immediately. An accident report will need to be filed with the park ranger as soon as possible.

Section XII INSURANCE

The Bidder shall carry Commercial Liability insurance for each public riding stable in the minimum amounts of \$1,000,000 per person single limit for personal injury, and \$1,000,000 for property damage. Said insurance shall contain a non-cancellation clause requiring notification to the park at least thirty (30) days in advance of any proposed cancellation.

A certificate of insurance that reflects the department, the park and the operation shall be submitted to the department within thirty (30) days after award of this bid. The Commonwealth of Kentucky shall be identified as an additional insured for claims arising under the operation of this license. Certificates of insurance that do not clearly spell out the agency, the location (park), and type of operation (equestrian therapy center) will not be accepted and returned for correction. Bidder shall

not operate until the proper evidence of insurance is provided to the department and the park. The letter shall clearly state the location of the covered concession and indicate the amounts of coverage, and the carrier shall state that the insurance conforms to the above requirements. The insurance policy shall conform to all requirements required by the Kentucky Department of Insurance and compliance therewith is the responsibility of the issuing insurance carrier or authorized agent.

Section XIII RECORDS AND INSPECTION

The Bidder shall keep adequate records, books and accounts covering the business operation conducted upon the premises, in such form as the park/department may prescribe, including dates, times, etc. Such records and books of account shall be open for inspection or audit by the agents and employees of the park at all reasonable times. Bidder shall employ an independent audit agency to perform annual audits, when at the discretion of the Commonwealth an audit is required.

The Bidder, as defined by KRS 45A.030(7), agrees that the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to the resulting license for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to the resulting license shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior or subsequent to the execution of the license. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

Section XIV TERMINATION FOR DEFAULT

If at any time during the period in which the resulting License Agreement is in effect, the Bidder defaults on any obligation incurred hereunder, then the Agreement shall be subject to termination by the Commonwealth with no right of recourse remaining in the Bidder. All rights and benefits herein conferred shall be deemed forfeited, and the Bidder covenants that it shall quietly surrender possession of the licensed premises to the Commonwealth, provided however, that before any termination shall occur under this Paragraph, the Bidder shall be given written notice and be allowed thirty (30) days from the date of receipt of such notice in which to cure such or noncompliance. If said default or noncompliance is cured within the above time period, then the License Agreement shall remain in full force and effect.

The procedure for termination of the License Agreement under this Paragraph shall be as follows:

- The Commonwealth shall deliver, by certified mail, to the Bidder, a “Notice of Termination”

which shall specify (I) the reason(s) for termination of the License Agreement; (ii) the extent to which performance under this License Agreement is to be terminated; and, (iii) the date upon which termination shall become effective.

- The Bidder shall stop performance under the License Agreement on the date indicated and to the extent specified in said “Notice of Termination”, unless the default or noncompliance is cured within the time period stated in the notice.
- The rights and remedies of the Commonwealth provided in the Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or in equity.

Section XV TAXES

The Bidder shall pay all taxes which may be lawfully imposed by the Commonwealth and its political subdivisions and shall secure and pay for all permits and licenses which may be required by the Commonwealth or a political subdivision.

Section XVI ASSIGNMENT

The Bidder shall not voluntarily, involuntarily or by operation of law assign, sublet, or otherwise transfer the License Agreement or any interest created therein, to any other person, association, partnership, corporation or other entity without first obtaining in each and every instance the Commonwealth’s prior written consent. Any attempt to assign, sublet, or otherwise transfer the License Agreement, or any interest created therein, without such consent shall be void. If an assignment, sublet or transfer is made with the consent of the Commonwealth, then the Bidder shall not be relieved from the performance of all terms, covenants and conditions of the License Agreement. If the Commonwealth to any such assignment, subletting, or transfer once gives consent, such consent shall not operate as a waiver of the necessity for obtaining the Commonwealth’s consent to any subsequent assignment, subletting, or transfer. No assignment will be effective or binding against the Commonwealth until such time as the assignee executes an amendment, signed by all parties, reflecting such assignment.

Section XVII INDEPENDENT CONTRACTOR STATUS

The Bidder shall be held to be an independent contractor, and all persons employed by him/her in the exercise of the privileges granted therein shall be employees, agents and servants of Bidder only and not the park.

Section XVIII MODIFICATIONS/CHANGES

No modification or change of any provision in this bid shall be made, or construed to have been made, except with the prior written agreement of both parties through an amendment to the License Agreement executed by all parties. Memoranda of Understanding and correspondence shall not be construed as amendments to the license.

If any provision of the license is declared or found to be illegal, unenforceable, or void, then both the park and the Bidder shall be relieved of all obligations arising under such provision. If the remainder of the license is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section XIX
ENTIRE AGREEMENT

This bid package represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other agreement.

Section XX
VENUE

The laws of the Commonwealth of Kentucky shall govern this bid and the resulting License Agreement. Any legal proceeding against the Commonwealth or the departments regarding this agreement or any resultant agreement shall be brought in Commonwealth of Kentucky administrative or judicial forms. Venue will be in Franklin County, Commonwealth of Kentucky.

In the event that either party deems it necessary to take legal action to enforce any provision of this Agreement, and in the event the park/department prevails, the Bidder agrees to pay all expenses of such action, including attorneys' fees and costs at all states of litigation, as set by the court or hearing officer.

Section XXI
ADDITIONAL TERMS/CONDITIONS

Additional items/services, terms and/or conditions that come within the scope of the license agreement and are found to be needed by the department may be added to the license with the mutual consent of the Bidder and department.

Section XXII
RIGHT OF ENTRY

The right is hereby reserved to the Commonwealth, its officers, agents, and employees, to inspect the premises, operation, and equipment, or for any purposes in connection with work necessary to the benefit of the Commonwealth.

SECTION XXIII
BID DEPOSIT

Bidders are instructed to furnish a bid deposit of \$100.00 as part of their bid. This sum will be returned to all unsuccessful Bidders. The bid deposit must be submitted by certified check or cashier's check payable to the Kentucky State Treasurer.

FORM OF PROPOSAL (SEALED BID)

TO: Finance and Administration Cabinet
Department of Facilities Management
Division of Real Properties
Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601

INVITATION NO. RFB062525

BID OPENING DATE: June 25, 2025

BID OPENING TIME: 2:00 PM EST

BID FORM

Subject to the General Terms and Conditions and Authentication Of Bids and Affidavit Of Non-Collusion and Non-Conflict Of Interest, I propose to pay to the Commonwealth of Kentucky the following amount:

For the license/use of the existing, designated horse stables and for the privilege of developing and operating an equestrian therapy center, office and ancillary supporting facilities, located within Barren River Lake State Resort Park, I propose to pay the Commonwealth of Kentucky _____ monthly rent, and ____ percentage of gross receipts derived from the operation of the equestrian therapy center and ancillary supporting facilities.

Prices quoted in this bid package shall remain firm for the initial period of the resulting license. After this time, prices are subject to revision, which may be either increases or decreases. Said revisions may be requested in writing. The requesting party must furnish documented evidence substantiating the validity of the request. The party to whom the request is presented must notify the requesting party of his decision within 30 days after receipt of the request or satisfactory supporting documentation whichever occur later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the license, without prejudice. Provided, however, that the Bidder must continue service, at the bid-specified price, until a new license can be established (usually about 60 days).

I have enclosed my bid deposit in the amount of \$100.00, with a summary of past experience in operating an equestrian therapy center.

SIGNED:

BIDDER



Rev. 9-16-22

**Required Affidavit for Bidders, Offerors
and Contractors
(KRS 45A.110 & 45A.115)**

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

Signature

Printed Name

Title

Date

Bidder or Offeror Name: _____

Address: _____

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this ____ day of _____, _____.

State of: _____ Notary: _____

County of: _____ My Commission Expires: _____

EXHIBIT A



The Equestrian Therapy Center will be located at the Stables